



**Memorandum of Understanding
between
National Productivity Council (NPC), New Delhi
and
NABARD Consultancy Services Private Limited (NABCONS), Mumbai**

This MoU made on this 25th day of January 2023 at New Delhi

BETWEEN

National Productivity Council, under Department for Promotion of Industry and Internal Trade (DPIIT), M/o Commerce and Industry, Government of India, hereinafter referred to as NPC having its registered Office (HQ) at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road, New Delhi-110003, represented by the Director General, NPC or by its duly authorized representative, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees) hereinafter, the FIRST PARTY.

AND

NABARD Consultancy Services Private Limited, hereinafter referred to as NABCONS having its registered Office (HQ) at Plot No. C-24, G Block, 3rd Floor, NABARD Building, Bandra- Kurla Complex, Bandra East, Mumbai-400051, represented by the Chief Operating Officer or by its duly authorized representative, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees), hereinafter, the SECOND PARTY.

WHEREAS

The FIRST PARTY is an autonomous consulting and training organization under DPIIT, Ministry of Commerce and Industry, Government of India. NPC provides consultancy and training services in diverse fields such as Industrial Engineering, Process Management, Energy Management, Environment Management, Human Resources Management, Technology Management, Information Technology, Agri-business, Productivity Research etc. through its 12 regional offices spread across the country and from its Head Office at New Delhi.

AND

The SECOND PARTY is a wholly owned subsidiary of National Bank for Agriculture and Rural Development (NABARD) and is engaged in providing consultancy in all spheres of agriculture, rural development and allied areas. NABCONS leverages on the core competence of the NABARD in the areas of agricultural and rural development, especially multidisciplinary projects, banking, institutional development, infrastructure, training, etc.

BOTH THE PARTIES are willing to enter into business relationship whereby they could leverage their strengths for their mutual benefits.



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डा० शुक्ला पाल मैत्रा, Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(वणिज्य एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

Now, therefore, it is hereby agreed by and between BOTH THE PARTIES through the instrument of this MOU as follows:

I. OBJECTIVES

- 1.0 BOTH THE PARTIES shall jointly explore, pursue and develop business opportunities for consultancy/ project management services in different areas related to their core strengths within India and overseas.
- 2.0 This MOU shall facilitate to strengthen and supplement the knowledge, expertise and experience of the parties, in order to harness upcoming business opportunities identified mutually or by either party.

II. APPROACH

- 1.0 BOTH THE PARTIES shall co-operate with each other to identify and take-up projects, within the scope of work as mentioned in Clause I.1.0 above, either through tender or through sole-source basis in India and abroad on a case-to-case basis (Identified Projects).
- 2.0 BOTH THE PARTIES may make joint presentations to various clients in India and abroad as may be required from time to time, as mutually agreed.
- 3.0 EACH PARTY shall bear its respective costs for achieving the objectives of this MOU. All pre-tendering expenses incurred by EITHER PARTY including on promotion activities till finalization of the work order/agreement shall be borne by the RESPECTIVE PARTY incurring it.
- 4.0 While drawing up proposals or collaborating for any tender, BOTH THE PARTIES shall agree, in writing, on the scope of services and work to be rendered by EACH PARTY and the form of co-operation.
- 5.0 THE PARTIES, before finalizing the contract (either through tender or sole-source basis) with the Client, shall negotiate and enter into a definitive agreement between them defining clearly the scope of work and services, price, obligations of EACH PARTY and other technical and commercial matters as well as performance guarantees.
- 6.0 On any such identified Project, after joint bidding / upon award, NPC and NABCONS shall work on exclusive basis for their respective scope of work earmarked for the Projects. The mode of co-operation for such identified Projects shall be as per a definitive agreement entered between Parties on case-to-case basis.

III. AGREEMENT FOR COLLABORATION

Professional and Financial Implications

BOTH THE PARTIES will be responsible for overall project management and coordination, resource management, deliverable and liaison with Industries, Utilities and all other concerned stakeholders. However, for each of the project or activity being undertaken by NPC and NABCONS, a detailed scope of work including financial implications and other terms and



conditions for executing the project will be worked out jointly and will be implemented based on the resources provided either by the government or any other agency.

IV. TENURE AND TERMINATION

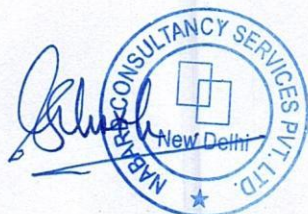
This MoU shall be effective from the date of signing and the same shall remain in effect for **5(five) years** and may be renewed or discontinued thereafter by mutual consent. Under normal circumstances, either party wanting to terminate the MOU can do so by giving at least three months prior notice to the other party. Notwithstanding any such termination, all projects already undertaken will continue to be governed by the respective project specific agreements and shall be performed by both parties in good faith and due diligence. The mere existence of this MoU does not prevent EITHER PARTY to individually bid for any project / consultancy work base on their respective business operations.

V. INTELLECTUAL PROPERTY

Neither party shall use the intellectual property, including logos, trademarks, service marks, trade names, service names, nor brand names of the other party, without obtaining prior written consent.

VI. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 1.0 Definition: "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by either of the parties whether in writing, orally or by drawings or inspection of parts or equipment.
- 2.0 Non-Use and Non-Disclosure: Both the parties to this Agreement will not, during or subsequent to the termination of this Agreement, use the Confidential Information for any purpose whatsoever other than the performance of the activities agreed hereunder or disclose either party's Confidential Information to any third party. It is understood that the said Confidential Information shall remain the sole property of the respective parties. Both the parties further agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.
- 3.0 Confidential Information does not include information which (i) is known to either of the parties at the time of disclosure as evidenced by written records, (ii) has become publicly known and made generally available through no wrongful act of either of the parties, or (iii) has been rightfully received by either of them from a third party who is authorized to make such disclosure.
- 4.0 Third Party Confidential Information: The parties recognize that they may receive from third parties their confidential or proprietary information subject to a duty on either part to maintain the confidentiality of such information and to use it only for certain limited purposes. Both the parties to this Agreement agree that they owe to the other and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary for carrying out the activities consistent with the agreement with such third party.



डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(वणिज्य एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
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- 5.0 Return of Materials: Upon the termination of this Agreement, or upon earlier request made by either of the parties to this Agreement, the party to whom the request is made will deliver to the other all of the property or Confidential Information that it may have in possession or control and which belongs to the other and destroy all records thereof, electronic or otherwise, with it.

VII. DISPUTE RESOLUTION AND CONFIDENTIALITY

Any dispute arising due to misunderstanding in relation to terms and conditions of MoU to be resolved amicably by Heads of the BOTH THE PARTIES without resorting to the court of law. The decision of settlement of disputes arrived at shall be final and binding on both the parties. At the same time, utmost confidentiality to be maintained by both the parties during the validity of MoU.

In case the parties are not able to resolve the dispute within 30 days of it being raised, it shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996.

VIII. FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrollable event.

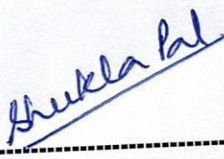
IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.

FOR AND ON BEHALF OF NABCONS


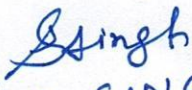

(-----)
Chief Operating Officer
NABARD Consultancy Services Private Limited





FOR AND ON BEHALF OF NPC


(-----)
Secretary / Dr. SHUKLA PAL MAITRA
National Productivity Council
on behalf of DG NPC
National Productivity Council
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

Witness:

1. 
12.5.1/2023
Dr. K. P. Sunny
GHC(F)
2. 
(S. P. SINGH)
& H (Agri-business)

Witness:

1. 
K. D. Shady
GHC(F)
2. 
L. Narayan
GHC(F)